

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

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Illinois Commerce Commission
RAIL SAFETY SECTION

STATE OF ILLINOIS)
ILLINOIS DEPARTMENT OF TRANSPORTATION,)
Petitioner,)

v.)

Grand Trunk Western Incorporated)
Respondent.)

Docket No. T03-0065

Petition for an Order granting permission to)
construct a new highway overpass structure carrying)
proposed Ramp E over GTW's tracks south of the)
Village) of South Holland, Thornton Township, Cook)
County, Illinois.)

AMENDED PETITION

NOW COMES Petitioner, Illinois Department of Transportation ("Department"), by its attorney, Lisa Madigan, Illinois Attorney General, and states as follows:

1. The Grand Trunk Western Incorporated ("GTW"), whose address is 300 S. Riverside Plaza, Rm. 2147, Chicago, Illinois 60606 is a rail carrier operating its lines of railroad in the State of Illinois.
2. South of the Village of South Holland, I-80 (FAI Route 80/94) is a public street under the jurisdiction of the Department and is situated in close proximity to a mainline track of the GTW.
3. I-80 (FAI Route 80/94) is on the State System of Highways.
4. South of the Village of South Holland, IL 394 (FAP Route 332) is a public street under the jurisdiction of the Department and is situated in close proximity to a mainline track of the GTW.
5. IL 394 (FAP Route 332) is on the State System of Highways.
6. Due to the Department's desire to improve the safety of the traveling public, the Department has developed plans to construct a new highway ramp (Ramp E), which will entail constructing a new highway overpass structure connecting eastbound I-80 to southbound IL 394 over the GTW's mainline track.
7. Said plans were prepared in accordance with applicable State and Federal guidelines. A copy of the plan sheets for the proposed project was attached to the original Petition as Exhibit 1 and have not changed.
8. The Department accepts financial responsibility for constructing the proposed highway overpass structure (Ramp E).
9. The Department proposes to assume future maintenance responsibilities for the proposed highway overpass structure (Ramp E), the highway approaches, and all other highway facilities.

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10. The Department proposes the GTW continue being responsible for maintaining the railroad track and all other railroad facilities.
11. The Department and the GTW have executed a written agreement providing for the construction of a new highway overpass structure carrying proposed Ramp E over GTW's tracks south of the Village of South Holland, Thornton Township, Cook Co., Illinois; the division of expenses for the proposed project and the future maintenance of the constructed structure upon completion of the proposed project.
12. A copy of said agreement is attached and marked as Exhibit 2 for the Commission's review.

WHEREFORE, THE PETITIONER PRAYS that the Illinois Commerce Commission find/order the following:

1. That the attached agreement (Exhibit 2) be incorporated into the record;
2. That the agreement fairly and reasonably sets out the division of work, expense and future maintenance involved in connection with the project;
3. That the requested construction as proposed in the agreement, is authorized; and
4. That no hearing be deemed necessary in this regard and, accordingly, the hearing presently set for October 21, 2003 be cancelled.

Respectfully submitted,
ILLINOIS DEPARTMENT OF TRANSPORTATION

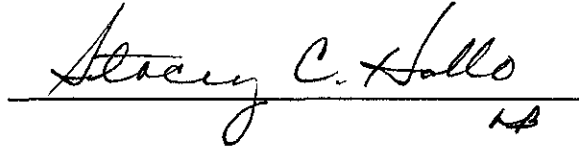
By: Lisa Madigan
Attorney General

By: 
Stacey C. Hollo *LB*
Special Assistant Attorney General

Dated: October 3, 2003
Illinois Department of Transportation
Office of Chief Counsel
2300 South Dirksen Parkway, Room 300
Springfield, Illinois 62764
Phone (217) 782-3215

PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing instrument was served upon the addressee listed below by mailing a true and correct copy via first class mail, postage pre-paid and depositing the same in the United States Mail, Springfield, Illinois, this 3rd day of October, 2003:



Administrative Law Judge Tate
State of Illinois Bldg.
160 N. LaSalle
Suite C-800
Chicago, Illinois 60601-3104
Fax: (312) 814-1818

Illinois Commerce Commission
Brian Vercruysse
527 East Capitol Avenue
Springfield, Illinois 62701
Fax: (630) 424-8751

Michael Barron
Counsel
Canadian National/Illinois Central Railroad
455 N. Cityfront Plaza Drive
Chicago, IL 60611
Fax: (312) 755-7669

Ruth Devries, Village Clerk
Village of South Holland
16226 Wausau Avenue
South Holland, IL 60473

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the GRAND TRUNK WESTERN, INCORPORATED, hereinafter referred to as the "COMPANY",

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the STATE proposes to construct a ramp from eastbound Interstate 80 to southbound Illinois Route 394 over the facilities of the COMPANY. Said ramp to be designated as "Ramp E"; and

WHEREAS, in the interest of public safety and convenience, the parties hereto desire to separate the proposed Ramp E and railroad grades at their crossing by means of a highway overpass structure and approaches for carrying the two lane pavement over and across the COMPANY's tracks and right of way in a manner substantially as shown on the print of the general drawing marked Exhibit A (four sheets), attached hereto and made a part hereof; and

NOW Therefore, in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The "State Required Ethical Standards Governing Contract Procurement" attached hereto as Attachment A is hereby made a part of this Agreement.

SECTION 2. By separate document, arrangements are being made for the COMPANY to convey to the STATE the property rights necessary to construct the improvement as herein proposed.

SECTION 3. The STATE shall secure or cause to be secured, without expense to the COMPANY, all the right of way required for or incident to the construction of the highway overpass structure(s) and the approaches thereto.

SECTION 4. The preliminary and detailed plans, specifications and special provisions for the highway overpass structure(s) and the approaches thereto shall be prepared by or for the STATE at its expense; and all such plans, specifications and special provisions, affecting the interests of the COMPANY, shall be subject to approval by the COMPANY'S authorized representative.

SECTION 5. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

SECTION 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:
 - (a). The preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 4.
 - (b). The construction of the highway overpass structure(s).

(c). Construction engineering and inspection as set forth in Section 9.

(d). Incidental work necessary to complete the item(s) hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY'S interest.

(II). WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the STATE, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 CFR 140I) and supplements, all the labor, materials and work equipment required to perform and complete:

(a). All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right of way as may be necessitated by the construction of the grade separation project.

(b). Incidental work necessary to complete the item(s) hereinabove specified.

The estimated cost of COMPANY'S work set forth above is \$ \$4,500. as shown on the detailed estimate attached hereto and made a part hereof.

The print attached hereto and made a part hereof as prepared by the COMPANY, shows the construction stages of work to be performed in changing the wire line facilities on the railroad right of way, namely (a) as before construction starts, (b) as to be temporarily located or constructed during the period of construction, and (c) as to be located or constructed permanently.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE's "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

SECTION 7. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

Flagging bills may be presented by the COMPANY to the STATE's contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be reimbursed by the STATE in accordance with the "Standard Specifications", supplements or revisions thereto and/or any applicable special provisions.

SECTION 8. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 9. Each party will provide the necessary engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the STATE. The costs as incurred by the COMPANY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 10. The temporary minimum clearances, with reference to the COMPANY'S track(s), of any necessary falsework, bracings or forms as required for the construction of the highway overpass structure(s), shall be not less than,

Vertical - 6.55m (21'-6") above top of high rail; and

Lateral - 2.60 m (8'-6") from centerline of the track.

SECTION 11. The STATE shall require its contractor(s), before entering upon the COMPANY's right of way for performance of any construction work, or work preparatory

thereto, to notify the authorized representative of the COMPANY for the occupancy and use of the COMPANY's right of way outside the limits of the structure, and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 12. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY's authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 13. If any loss, damage, destruction, injury or death occurs to any person or property as a result of or in the course of the performance by the COMPANY of its obligations under this Agreement, whether intentional or unintentional, the COMPANY agrees to indemnify and hold harmless the STATE from any and all liability of the STATE which may result from any such loss, damage, destruction, injury or death including all related costs and attorneys' fees and expenses. The COMPANY shall not be obligated to indemnify and hold harmless the STATE from liability for injury or death proximately caused by the negligence of any employee or agent of the STATE.

SECTION 14. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the COMPANY'S right of way

all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 15. When the construction of this grade separation project is completed, the STATE shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway overpass structure(s), the approaches, and all highway facilities.

In order to fulfill its maintenance obligation, the STATE shall have access to the structure(s) at all times, for the performance of inspections, repair and maintenance. The COMPANY shall be notified whenever such activities affect its operations. All repair or maintenance work shall be performed in accordance with the applicable STATE'S Standard Specifications in effect on the date the work is performed.

The COMPANY shall maintain at its expense, all track(s) and railroad facilities. In the event of railroad derailments, accidents or collisions caused by the negligence of the COMPANY, and resulting in damage to the highway overpass structure(s), the STATE shall make the repairs necessary to restore the said overpass structure(s) substantially to its (their) former condition, and the COMPANY agrees to reimburse the STATE for the actual cost of such repairs. The COMPANY further agrees not to erect, nor grant permission to others to erect, any advertising signs that would be visible from the highway pavement on COMPANY'S property within the limits of the highway's right-of-way lines extended across the COMPANY'S property.

SECTION 16. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 6 hereof, may bill the STATE monthly (in sets of four) for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its work, shall render to the STATE a detailed statement (in sets of four) of the actual cost and expense as incurred by it or for its account. After the STATE'S representatives have checked the progressive invoices and the final statement and they have agreed with the COMPANY'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY for one-hundred percent of the amount of the final bill, or the estimated cost as shown in Section 6 whichever is less; such reimbursements, however, are subject to the provisions of Section 18 hereof.

The COMPANY shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under

the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 17. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 18. In compliance with Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B, (23 CFR 646B) and supplements, which determines (among other things) the railway benefit and liability the construction of the railroad-highway grade separation project as herein proposed meets Classification (2) of Section 646.210(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

SECTION 19. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 20. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 21. In the event that delays or difficulties arise in securing Federal approval, or in acquiring rights of way, or in settling damages or damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before a construction contract is executed or actual construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void.

SECTION 22. Obligations of the STATE under this Agreement shall cease immediately without penalty or payment should the Illinois General Assembly or the federal funding source fail to appropriate or otherwise make available funds for the project.

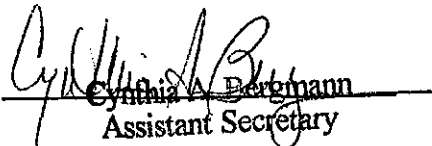
SECTION 23. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 01-032-4809 and the COMPANY is doing business as a corporation.

SECTION 24. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

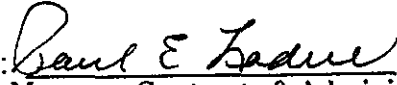
Executed by the COMPANY, this 25
day of August, 2003.

Attest:



Cynthia A. Bergmann
Assistant Secretary

Executed by the STATE, this 23rd
day of September, 2003.

GRAND TRUNK WESTERN, INCORPORATED,

By: 
Region Manager Contracts & Administration
Date: August 12, 2003

STATE OF ILLINOIS, acting by and through
its Department of Transportation,

By: 
Director of Highways

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ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCURMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

Debt Delinquency Certification. The COMPANY certifies it is not delinquent in the payment of any debt to the STATE (or if delinquent has entered into a deferred payment plan to pay the debt), and the COMPANY acknowledges the STATE may declare the Agreement void if this certification is false (30 ILCS 600/50-11, effective July 1, 2002).

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GRAND TRUNK WESTERN RAILROAD, INCORPORATED
+++++

CN/IC MIDWEST DIVISION
OFFICE OF DIVISION ENGINEER

ESTIMATE OF PRELIMINARY ENGINEERING
FOR ENGINEERING REVIEW, CONTRACT PREPARATION
& CONSTRUCTION INSPECTION
(EXCLUSIVE OF SIGNAL, COMMUNICATIONS OR OUTSIDE
CONSULTANTS)

DATE: July, 2003

LOCATION: SYSTEM(TYPICAL)

OFFICE ENGINEERING

CORRESPONDENCE, TRANSMITTALS, PREPARATION AND HANDLING OF AGREEMENT(S)	16 HOURS
PREPARE/REVIEW EASEMENT PLAT, LEGAL DESCRIPTION	16 HOURS
OFFICE REVIEW OF PLANS, CONTRACT SPECIFICATIONS SUBMISSIONS	24 HOURS
FIELD PLAN REVIEW AND FINAL INSPECTION	16 HOURS
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TOTAL OFFICE ENGINEERING:	72 HOURS

TOTAL ENGR. 72 HOURS @ \$42.00/HR	\$3,024.00
DIRECT OVERHEAD 44.17%	1,336.00
ACCOUNTING EXPENSE	40.00
BUSINESS EXPENSE (PHONE CALLS, POSTAGE, FAX AND COPYING EXPENSE)	100.00
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TOTAL COST (LUMP SUM):	\$4,500.00
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THIS ITEM ONLY, LUMP SUM	\$4,500.00